

Halifax Home Insurance

Your Policy Booklet



Always giving you extra

welcome

Thank you for choosing
Halifax Home Insurance
to protect your home.

Your Policy Booklet includes
everything you need to make full
use of the services and benefits
of Halifax Home Insurance.

If you need to make a claim,
rest assured that you will receive
a prompt, fair and efficient
service.

If your circumstances change,
or you need to change your
cover, just call the helpline
to amend your cover.

Should you need help in a hurry,
all our helplines are listed on the
inside back cover.

finding your way through your Policy Booklet

Your Policy Booklet has a colour coded reference system as you can see below.

Each section has its own colour and can be quickly located by matching the colour thumb index mark located half way down the page.

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helpful advice



The following tips will help protect you and your property and make sure that should the worst happen, you are as well prepared as possible. These tips are for guidance and advice only. They do not form part of your policy.



Home security

- Mark items, especially high risk ones like televisions and DVD players. Use a security marker pen that can be read under ultra-violet light to record your name and postcode on each item
- Photograph your valuables, especially jewellery and ornaments. Give an idea of the item's size by including a coin or ruler in the shot too
- Keep all your receipts, invoices and photographs in a safe place. And take copies and leave them with a friend or relative, just in case the originals get lost
- Never leave keys in the lock, or a secret hiding place like under the doormat or plant pot – burglars know where to look!
- If you are going away, cancel the milk and the papers and ask a trusted friend or neighbour to check on the property
- Use a timer to turn lights on and off when you are out and consider fitting exterior security lights to your home
- Fit deadlocks or key-operated security bolts to all external doors and close and lock all windows and doors when your home is left unattended
- Fit a good quality, approved alarm (look out for British Standard BS4737) and make sure you activate it when your home is left unattended
- If in any doubt, contact your local police station and ask your local Crime Prevention Officer to visit



Fire safety

- Fit smoke alarms on each floor of your home making sure that you can hear the alarms throughout. Remember to test your smoke alarms every month and make a note in your calendar to change the batteries once a year
- Work out the best exits from your house, especially from higher level rooms
- If in any doubt, contact your local fire station and ask your local Fire Prevention Officer to visit



Winter precautions

- Lag your pipes to provide extra protection against frozen pipes bursting in winter
- Find your main stopcock and make sure you can turn it off and on. If you have a water meter, the 'off' switch is on the meter, which is probably right outside your house
- Check your loft insulation is thick enough (a depth of 4 inches or 100mm is the minimum recommended) and in good condition
- If you are away from home either ensure your heating system is drained or leave your heating on to maintain an air temperature of at least 10°C (50°F), especially if you are away for more than a day or two during the winter months

the insurance contract

About your Policy Booklet:

Throughout **your** Policy Booklet, certain words are shown in **bold** type. These words have special meanings which are detailed on pages 13-14, 37 and 39.

The administration of the insurance is dealt with by Halifax General Insurance Services Limited, on **our** behalf. Halifax General Insurance Services Limited deal with any claims **you** may need to make under sections 1-4. Inter Partner Assistance deal with any claims **you** may need to make under section 5. DAS Legal Expenses Insurance Company Limited deal with any claims you may need to make under section 6.

If **you** have any queries about **your** cover, **you** can call Halifax General Insurance Services Limited on the number listed on page 47 and tell them **your** policy number. **We** and Halifax General Insurance Services Limited want **you** to get the most from **your** policy and to do this **you** should:

- read **your** Policy Booklet and make sure **you** are covered for the sort of losses **you** think might happen
- make sure that all the possessions **you** own are insured and covered for an amount which will allow **you** to replace them
- make sure that **you** understand the conditions and exclusions on pages 10-11, 40-41 and 45 which apply to **your** policy. If **you** do not meet these conditions it may affect any claim **you** make

Remember, no policy covers everything. **We** do not cover certain things such as wear and tear and maintenance. The things which are not covered by **your** policy are stated:

- in the 'Exclusions which apply to the whole policy' section on page 44
- under '*What IS NOT covered*' in each section of cover
- where **your** Policy Schedule states 'Not Taken'

About your contract:

This policy is a legal contract between **you** and **us**. The two parts – **your** Policy Booklet and **your** Policy Schedule – make one legal document and **you** must read them together.

The laws of the United Kingdom allow both parties to choose the law which will apply to this contract. However, unless specified elsewhere in the contract, the law which applies to this contract is the law which applies to the part of the United Kingdom, Channel Islands or the Isle of Man in which **you** normally live unless written agreement has been given for another EU law to apply before the start date shown on the Policy Schedule. If there is any disagreement, **we** will use this Policy Booklet over any other assurances or statements, unless they are confirmed in writing and form part of the insurance policy as a clause.

All communication between **you** and **us** will be in English.

Your policy is based on all the information **you** gave **us** about **you**, **your family**, **your home** and **your** personal circumstances when **you** applied for the insurance. Every time **we** or **you** make a change to this insurance **we** will send **you** a new Policy Schedule. **We** will remind **you** of the details of **your** insurance at the end of every contract term. **You** must regularly check **your** insurance details to ensure that **your** policy still meets **your** needs.

We reserve the right to remove elements of cover, for example, in respect of frequent claims.

As part of **our** commitment to **you** **we** review **our** home insurance product on a regular basis so **we** can continue to deliver great value for money and ensure the best quality. This may from time to time involve changing the underwriter and/or the administrator of **your** policy or the terms and conditions of **your** cover.

Please remember that only those sections **you** have chosen apply to **you**. Please refer to **your** Policy Schedule and read it in conjunction with **your** Policy Booklet.

The Insurers:

Sections 1-4 are underwritten by St Andrew's Insurance plc which is authorised and regulated by the Financial Services Authority (FSA) as an insurance company and to undertake insurance mediation under registration number 202932. **You** can visit the FSA's website at www.fsa.gov.uk/register or contact them on 0845 606 1234*.

St Andrew's Insurance plc is registered in England number 3104671. St Andrew's Insurance plc is a member of the Association of British Insurers (ABI) and Financial Ombudsman Service (FOS). Registered Office: St Andrew's House, Portsmouth Road, Esher, Surrey KT10 9SA, United Kingdom. The main business of the insurer is effecting and carrying out insurance contracts.

Section 5 is underwritten by Inter Partner Assistance S.A. who are a wholly owned subsidiary of AXA Assistance S.A. and part of the worldwide AXA Group. Inter Partner Assistance S.A. is authorised by the Commission Bancaire Financière et des Assurances (CBFA) in Belgium and regulated by the Financial Services Authority (FSA) in the UK. Inter Partner Assistance S.A. is registered in Belgium number: 394025.

The UK branch is registered in England number: FC008998. UK Registered Office: Inter Partner Assistance S.A., The Quadrangle, 106-118 Station Road, Redhill, Surrey RH1 1PR. Inter Partner Assistance S.A. is a member of the Association of British Insurers (ABI) and Financial Ombudsman Scheme (FOS).

Section 6 is underwritten by DAS Legal Expenses Insurance Company Limited (DAS) which is authorised and regulated by the Financial Services Authority (FSA) as an insurance company and to undertake insurance mediation under registration number 202106. **You** can visit the FSA's website at www.fsa.gov.uk/register or contact them on 0845 606 1234*. DAS Legal Expenses Insurance Company Limited is registered in England 00103274. DAS Legal Expenses Insurance Company Limited is a member of the Association of British Insurers (ABI) and Financial Ombudsman Service (FOS). Registered Office: DAS Legal Expenses Insurance Company Limited, DAS House, Quay Side, Temple Back, Bristol BS1 6NH, United Kingdom.

Compensation Scheme:

The Financial Services Compensation Scheme (FSCS) may be able to help **you** if **we** were to be unable to meet **our** liabilities. For claims against insurance companies the first £2,000 of a claim on this type of insurance policy is covered in full, plus 90% of the balance. For further details **you** can contact the FSCS on 020 7892 7300 or at enquiries@fscs.org.uk.

Our part of the contract is as follows:

We provide the cover set out in **your** Policy Booklet. **Your** Policy Schedule shows which sections of **your** Policy Booklet **you** chose, the limits which apply and the total premium. If **you** have not chosen a particular section, it is shown as 'Not Taken'. Cover will only apply during the **insurance period** shown on **your** Policy Schedule.

You will be able to tell from **your** Policy Schedule whether **you** have an **extended contract** because **your insurance period** will be more than 12 months. In that case, special terms and conditions will apply together with those set out in **your** Policy Booklet. **We** will give **you** a copy of these special terms and conditions which **you** should keep with **your** Policy Booklet. If there is any difference between the two, these special terms and conditions will apply.

Guarantees:

All claims work carried out by **our** approved contractors is guaranteed for 12 months.

*Calls from BT landlines will cost a maximum of 5p per minute and a 6p call set-up fee. The price of calls from other telephone companies may vary. The call price is correct at Feb 08.

the insurance contract

Your part of the contract is as follows:

You must pay the premium for each **insurance period**.

You can choose to pay the premium in full or in monthly instalments by whichever method **we** notify to **you**.

If **you** choose to pay **your** premium monthly, **you** must continue to do so until the end of the **insurance period** unless you:

- cancel **your** policy within 30 days of the start of **your** policy; or
- take out another home or buildings insurance policy with **us**; or
- suffer a total loss.

If **you** do not pay a premium on the date it is due, **you** will not be covered under **your** policy for any event happening between that date and the date **you** bring **your** premium payments up to date unless **we** agree otherwise.

Transferring your interest in the policy:

You cannot transfer **your** interest in this policy to anyone else unless **you** get **our** permission first.

Cancelling or amending the policy:

If **you** or **we** cancel **your** policy and **your buildings** are subject to a mortgage **you** must ensure **you** arrange cover for **your buildings** to meet the requirements of **your** mortgage lender.

Your right to cancel

Your policy is an annual contract of insurance, unless **you** have an extended contract.

If **you** cancel within 30 days of the start of **your** policy and **you** have not made a claim during that period, **we** will give **you** a full premium refund less any charge that **we** may make to cover **our** administration costs.

You can cancel after 30 days of the start of **your** policy only if:

- **you** take out another home or **buildings** insurance policy with **us**; or
- **you** no longer own the property; or
- **you** suffer a total loss;

in which case **we** will refund any premium **you** have paid for the rest of the **insurance period** and no further premium will be payable under this policy. **You** cannot cancel after 14 days of the start of **your** policy in any other circumstances and so **your** policy will remain in force for the whole of the **insurance period** and:

- if **you** chose to pay **your** premium in full, **you** will not be entitled to any refund; or
- if **you** chose to pay **your** premium in monthly instalments, **you** must continue to pay the instalments until the end of the **insurance period**.

Our right to cancel

If any change is made to **your buildings** or **contents** which increases the risk under **your** policy, **we** may cancel **your** policy by giving **you** at least 30 days' notice in writing at **your** last known address. If this happens **we** will refund any premium **you** have paid for the rest of the **insurance period**.

We may also cancel **your** policy at the earliest opportunity if **you** breach any terms of **your** policy. If this happens **we** will refund **your** premium, unless there is evidence of fraud – see the fraud point within this section.

Exclusions which apply to the whole policy:

The exclusions which apply to all sections of **your** policy are shown on page 44.

Fraud:

The contract between **you** and **us** is based on mutual trust and **we** believe that **our policyholders** are honest.

However, in the event that **you**, any member of **your family** or anyone acting on **your** behalf:

- provide false information or documentation or withhold important information in order to obtain cover under **your** policy, or cover at a reduced premium, for which **you** do not qualify

then:

- **your** policy may be void
- **we** may be entitled to recover from **you** the amount of any claim already paid under **your** policy
- **we** will not make any return of premium
- **we** will inform the police and criminal proceedings may follow

In the event that **you**, any member of **your family** or anyone acting on **your** behalf:

- make a claim under **your** policy knowing this to be false or fraudulently exaggerated in any respect or to any degree or;
- make a statement in support of a claim knowing the statement to be false in any respect or;
- submit a document in support of a claim knowing the document to be forged, amended or false in any respect or;

- make a claim in respect of any loss or damage caused by **your**/their wilful act, knowledge or connivance or;
- act in any other manner in order to gain a financial advantage to which **you** would not otherwise be entitled

then we:

- will not pay any part of **your** claim
- will at **our** option cancel **your** policy
- will not make any return of premium
- will inform the police and criminal proceedings may follow

Conditions which apply to the whole policy:

These are some of the conditions **you** must keep to as **your** part of the contract. The others are shown on pages 40, 41 and 45. If **you** do not keep to these conditions, **we** may decline **your** claim.

You must prevent loss or damage:

You and **your family** must take all reasonable steps to prevent loss or damage to everything which is covered under **your** policy.

You must keep all the **buildings** and all the property covered in good condition and good repair.

You must also give **us** full details of any incident which may result in a claim under **your** policy as soon as is reasonably possible and provide all information and assistance that **we** may reasonably require.

If the **buildings** have not been kept in a good state of repair or if **we** have not been informed of the addition of a bedroom, extension or garage, **we** may deduct an amount from the claim payment or may decline **your** claim.

Failure to take reasonable steps to prevent loss or damage will result in a deduction from any claim payment, or may result in **your** claim being declined in full.

Changes in circumstances:

You must inform **us** within 30 days if **you** know that:

- **you** are going to move **home** permanently
- someone other than **your family** is going to live in **your home**
- **you** are going to lease **your home** to tenants, sub-tenants or lodgers including any of **your family**
- **your home** is going to be used as a weekend or holiday home
- **your home** is going to be **unoccupied** for more than 60 days in a row
- **you** have made any household claim in the last five years that **you** have not told **us** about
- work is going to be done on **your home** which is not routine repair, maintenance or decoration
- the number of bedrooms is going to change or if **you** have **buildings** cover, a garage or extension is added
- any member of **your family** has been convicted of an offence or has been notified of any impending prosecution for any criminal offence. **We** do not count motoring offences for parking or speeding or offences considered as spent under the Rehabilitation of Offenders Act 1974
- any part of **your home** is going to be used for any trade, professional or business purposes

There is no need to tell **us** about trade, professional or business use if:

- **your** trade, professional or business use is only clerical
- **you** do not have staff employed to work from **your home**
- **you** do not have any visitors to **your home** in connection with **your** trade, profession or business

We may re-assess **your** cover and premiums when **we** are told about changes in **your** circumstances. If **you** do not tell **us** about changes, the wrong terms may be quoted, a claim might be rejected or payment could be reduced. In some circumstances **your** policy might be invalid.

the insurance contract

No Claims Discount (NCD)

If **you** do not claim, **you** can accumulate up to 5 years NCD.

The Legal Expenses and **Home Emergency** sections are not eligible for NCD and therefore any claims made under these sections do not affect the NCD **you** may have on the **Buildings, Contents, Personal Belongings** and **Specified Items** sections of **your** policy.

You are entitled to a discount based on **your** claims record i.e. 1 year claim free entitles **you** to a percentage discount, 2 years is a higher percentage and so on (as shown in the Discount Table below). The amount **you** are entitled to is shown on **your** Policy Schedule. This discount is reviewed at **your** next renewal and adjusted up or down, depending on whether **you** have made a claim during the **insurance period**.

Protected No Claims Discount

If **you** have not made a claim for five years in a row and **you** would like to protect the NCD **you** have accumulated **we** can add this to **your** policy at **your** request. **You** are only eligible for 40% NCD if **you** pay an additional premium for NCD Protection.

The protection will allow **you** to claim twice in sections 1, 2, 3 or 4 during the **insurance period** without losing **your** NCD.

Discount Table

NUMBER OF YEARS IN A ROW WITHOUT A CLAIM	DISCOUNT
1 year	10%
2 years	15%
3 years	20%
4 years	25%
5 years	30%

NCD is applied separately to i) the **Buildings** and ii) the **Contents, Personal Belongings** and **Specified Items** sections of **your** policy. If **you** make a claim under the **Buildings** section of **your** policy this will affect **your Buildings** NCD, but not **your Contents, Personal Belongings** and **Specified Items** NCD. If **you** make a claim under any of the **Contents, Personal Belongings** or **Specified Items** sections of **your** policy this will affect **your Contents, Personal Belongings** and **Specified Items** NCD but not **your Buildings** NCD.

If **you** make a claim this will trigger a reduction in accordance with the Step Back Table below at **your** next renewal.

Step Back Table

IF YOUR CURRENT NCD IS...	...AND YOU MAKE THIS NUMBER OF CLAIMS IN AN INSURANCE PERIOD , YOUR NCD AT YOUR NEXT RENEWAL WILL BE...		
	1 CLAIM	2 CLAIMS	3 OR MORE CLAIMS
10%	0%	0%	0%
15%	0%	0%	0%
20%	0%	0%	0%
25%	0%	0%	0%
30%	0%	0%	0%
40%	No effect on NCD	No effect on NCD	0%

If **you** have an **extended contract**, **you** may accumulate NCD during the **insurance period** but any accrued NCD will affect **your** premium only at the next renewal.

words with special meanings

Words and Meanings – Sections 1-4:

Accidental Damage

Damage which has not been caused on purpose, or which was not inevitable.

British Isles

England, Scotland, Wales, Northern Ireland, the Republic of Ireland, the Isle of Man and the Channel Islands.

Buildings

The **home**, fixtures and fittings, patios, terraces, footpaths, swimming pools, ornamental ponds, solar panels, wind turbines, tennis courts, drives, walls, fences, hedges and gates.

Contents

Household goods, **high risk items**, **downloaded electronic data** and **personal belongings** owned by any of **your family** or for which they are legally responsible. **Contents** owned by people employed by any of **your family** in **your home** and who live there, and visitors' **personal belongings** in **your home**, are included up to £500 for each visitor for any one claim. **Office equipment** in **your home** is included up to £5,000 in total for any one claim.

Contents does not include the following:

- motorised vehicles and motor cycles (including motability scooters, children's motorised vehicles or motor cycles but not including garden machinery and electric or motorised wheelchairs), parts or accessories for any of them
- go-karts, trailers, trailer tents, caravans, aircraft of any type or boats or water craft (other than models) and jet skis, parts or accessories for any of them
- swimming pool covers
- animals
- anything used for any trade, professional or business purposes other than **office equipment** (any items purchased as part of a trade, profession or business and detailed in the accounts of such trade, profession or business will be treated as being used for trade, professional or business purposes, irrespective of any domestic use they may have)
- any items more specifically insured by another policy
- camcorders
- **money**, **credit cards**, mobile phones and pedal cycles unless Contents Plus is applicable

Credit Cards

Any credit, debit, charge, cheque, banker's or cash dispenser cards, issued in the **British Isles** which belong to any of **your family**.

Downloaded Electronic Data

Non recoverable electronic data legally downloaded by **you** or **your family** from a legitimate worldwide website, which **you** or **your family** have purchased and for which **you** or **your family** hold a receipt. (The receipt may be in electronic format).

Excess

The first part of any claim which the person or people named as **policyholder** on the Policy Schedule has to pay. All applicable **excess** amounts are shown in **your** Policy Schedule.

Extended Contract

An **insurance period** that extends beyond 12 months.

High Risk Items

Televisions, personal computers, laptops, audio (including digital players) and video equipment, DVD equipment, photographic equipment, jewellery and items made from precious metals, watches, clocks, furs, **works of art**, sets or collectables/collections including but not limited to stamp, medal and coin collections, telescopes, microscopes and musical instruments.

Home

The private dwelling, its garages and outbuildings detailed in the deeds of the property, as shown in the Policy Schedule (all used for domestic purposes).

Insurance Period

The period during which **you** have insurance cover. This is shown on **your** Policy Schedule.

Money

Current bank notes and coins, cheques, banker's drafts, electronic cash pre-payment cards, postal and **money** orders, trading stamps, stamps which are not part of a stamp collection, premium bonds, saving certificates, travellers cheques, travel tickets, luncheon vouchers, gift tokens, phone cards, parking vouchers, travel vouchers and season tickets.

Office Equipment

Computer equipment, facsimile machines, photocopiers, typewriters, word processing equipment, fixed telecommunications equipment, business books, stationery and office furniture all owned by or the legal responsibility of **your family** and used in the running of **your** business. **Office equipment** does not include business stock.

words with special meanings

Personal Belongings

Personal items and **high risk items** normally worn or carried in everyday life owned by any of **your family**, or for which they are legally responsible, including **money, credit cards**, portable satellite navigation systems, sports equipment and musical instruments.

Personal belongings does not include any of the following:

- motorised vehicles and motor cycles (including motability scooters, children's motorised vehicles or motor cycles but not including garden machinery and electric or motorised wheelchairs), parts or accessories for any of them
- go-karts, trailers, trailer tents, caravans, aircraft of any type, boats, jet skis or water craft (not including windsurfers or surfboards) of any type, parts or accessories for any of them
- spoiled frozen food
- animals
- household goods and domestic equipment
- china, glass, pottery, any similar items which are fragile
- contact lenses
- camping equipment
- non portable satellite receiving equipment
- anything used for any trade, professional or business purposes (any items purchased as part of a trade, profession or business and detailed in the accounts of such trade, profession or business will be treated as being used for trade, professional or business purposes, irrespective of any domestic use they may have)
- any items more specifically insured by another policy

Rebuilding Cost

The full cost of rebuilding all the **buildings** in the same form, size, style and condition as when new including:

- the cost of complying with local authority and other statutory requirements
- architect's, surveyor's and legal fees
- clearing debris, demolition and making the **buildings** safe

Repair may be made using a suitable modern equivalent material wherever possible.

Sanitary Ware

Wash basins and pedestals, sinks, bidets, lavatory pans, cisterns, shower trays, shower screens, baths and bath panels.

Specified Items

Any **high risk items** and **personal belongings** that are above £1,500 in value and that are specifically named on **your** Policy Schedule. Pedal cycles above £500 in value that are specifically named on **your** Policy Schedule.

Storm

Winds of at least 55mph and/or 15mm of rainfall in any am or pm period.

Unoccupied

When **your home** has not been lived in by **you** or **your family** for more than 60 days in a row.

Vermin

Animals or insects that are destructive in their natural behaviour or considered pests or nuisances, including but not limited to rodents, weasels, squirrels, flies and cockroaches.

We/us/our

St Andrew's Insurance plc for Section 1-4. Inter Partner Assistance for Section 5. DAS Legal Expenses Insurance Company Limited for Section 6. The insurers' details are shown on page 9.

Works of Art

Items from one of the fine arts; including but not limited to pictures, paintings, sculpture, bronzes, ornaments, jewellery, limited editions, fine art collectables.

You/your/policyholder(s)

The person or people named on **your** Policy Schedule.

Your family

You, your spouse, **your** civil partner (as defined in Section 1 of the Civil Partnership Act 2004) or the person (whether or not of the same sex) with whom **you** are permanently cohabiting in a marriage-like relationship, children (including adopted and foster children) and relatives or domestic staff who normally live with **you**.

If **you** have chosen: **home emergency** cover, it is important that **you** should also look at the words with special meanings on page 37.

If **you** have chosen: legal expenses cover, it is important that **you** should also look at words with special meanings on page 39.

making a claim

How to make a claim for any of the following:

Section 1: Buildings

Section 2: Contents

Section 3: Personal Belongings

Section 4: Specified Items

Cover that applies to the whole policy

Follow these steps:

1. Check **your** Policy Schedule to see whether **you** are covered for the section **you** wish to claim under.
2. If **you** are a victim of theft, attempted theft, malicious damage, arson or riot, or something is lost or damaged away from **your home**, tell the police immediately and ask for a crime number.
3. Telephone the claims helpline on the number listed on page 47 and tell them **your** policy number. **You** will find this on **your** Policy Schedule. They will register the claim from the details **you** provide and tell **you** what to do next.
4. DO NOT admit fault if **you** are being held responsible for injury or damage. Send all documents unanswered and without delay to Halifax General Insurance Services Limited, Trinity Road, Halifax, West Yorkshire, HX1 2RG.

Section 5: Home Emergency

Follow these steps:

1. Check **your** Policy Booklet and **your** Policy Schedule to see whether **you** are covered for Section 5: **Home Emergency**.
2. To obtain emergency assistance contact the 24 hour emergency helpline listed on page 47.
3. **You** should have the following information available:
 - **Your** name and **home** postcode
 - **Your** policy number (**you** will find this on **your** Policy Schedule)
 - An indication as to the nature of the problem

Section 6: Legal Expenses

Follow these steps:

1. Check **your** Policy Booklet and **your** Policy Schedule to see whether **you** are covered for Section 6: Legal Expenses.
2. Check that the event **you** want to claim for is covered by phoning the Eurolaw legal helpline shown on page 47.
3. Read 'Conditions which apply to Legal Expenses' on pages 40-41 and follow the instructions. Please also refer to 'Conditions which apply when **you** make a claim' on page 45 and 'How **we** settle claims for Legal Expenses' on page 43.

How we settle claims

This section details how **we** settle claims under **your** policy. Specific details of how **we** settle claims can be found in each section of **your** policy as follows: **Buildings** (page 26), **Contents** (page 32), **Personal Belongings** (page 34), **Specified Items** (page 36), **Home Emergency** (page 38), Legal Expenses (page 43).

Sections 1-4

The most **we** will pay for any one claim is the amount shown on **your** Policy Schedule unless a more specific limit applies. The policy limits are shown on pages 16-19.

We will deduct any **excess** amount(s) from the figure agreed between **you** and **us** to settle **your** claim. Any **excess** amount(s) will apply to each separate incident even if **we** deal with more than one incident under each claim. Any **excess** amount(s) will only be applied once to claims that are made under two or more covers for loss or damage resulting from the same cause at the same time.

Claims under Sections 1-4 will be negotiated with **you** by Halifax General Insurance Services Limited on **our** behalf.

If there is any disagreement, please see the complaints procedure on page 46.

Section 5: Home Emergency

Claims under Section 5 will be negotiated by Inter Partner Assistance. Please refer to page 38.

Section 6: Legal Expenses

Claims under Section 6 will be negotiated by DAS Legal Expenses Insurance Company Limited. Please refer to page 43.

policy limits

The following limits apply to this policy:

Cover that applies to the whole policy:

Whether **you** have chosen **buildings** cover or **contents** cover or both:

COVERS	THE MOST WE WILL PAY FOR ANY SINGLE EVENT
Loss of keys or accidental damage to locks	The replacement cost
Legal responsibility as owner and landlord of the buildings, including legal responsibility under the Defective Premises Act	£2,000,000

Section 1: Buildings

COVERS	THE MOST WE WILL PAY FOR ANY SINGLE EVENT
Repair or replacement including fees and related costs	The rebuilding cost
Alternative accommodation and loss of rent during repair	£20,000
Legal responsibility as owner and Defective Premises Act Liability	£2,000,000

Section 2: Contents

COVERS	THE MOST WE WILL PAY FOR ANY SINGLE EVENT
Your contents in your home	The cost of repairing or replacing your contents . The high risk items limits apply
High risk items	The total limit specified by you as shown on your Policy Schedule. £1,500 single item limit
Visitors' personal belongings in your home	£500 for each visitor
Office equipment in your home	£5,000 in total. The high risk items single item limit applies
Contents in the open	£500 in total
Replacement of trees, shrubs, plants and lawns	£500 in total
Contents away from your home	£5,000 in total. The high risk items single item limit applies
Contents while you move home	The total cost of repairing or replacing your contents . The high risk items limits apply
Food in the freezer(s) in your home	£500
Metered water or liquid petroleum gas	£1,000
Metered oil	The replacement cost
Satellite receiving equipment	£500
Title deeds	£2,500
Short term accommodation costs and ground rent	£6,000
Legal responsibility as occupier or individual	£2,000,000
Legal responsibility as an employer to any of your family's domestic employees	£10,000,000
Tenant's liability	£5,000
Contents stolen from your garage(s) or outbuilding(s) forming part of your home	£2,000 in total for all outbuildings and garages
Downloaded electronic data	£2,000

policy limits

Section 2: Contents Plus

COVERS	THE MOST WE WILL PAY FOR ANY SINGLE EVENT
Pedal cycles including accessories	£500 per cycle
Money	£500
Credit cards	£500
Loss or damage to mobile phones	£500
Cost of calls made on your mobile phone between the time it is stolen and the time that the theft is reported to the airtime supplier	£25
Cost of informing people of your new number if a new phone line and number is needed	£25
Camcorders	£1,500

Section 3: Personal Belongings

COVERS	THE MOST WE WILL PAY FOR ANY SINGLE EVENT
Personal belongings	The total limit specified by you as shown on your Policy Schedule up to a maximum of £10,000 £1,500 single item limit
Pedal cycles including accessories	£500 per cycle
Loss or damage to mobile phones	£500
Cost of calls made on your mobile phone between the time it is stolen and the time that the theft is reported to the airtime supplier	£25
Cost of informing people of your new number if a new phone line and number is needed	£25
Money	£500
Credit cards	£500
Personal belongings stolen from or with a motor vehicle	£1,000 in total with no other limit to be added

Section 4: Specified Items

COVERS	THE MOST WE WILL PAY FOR ANY SINGLE EVENT
Specific named items, against loss or damage inside and outside of your home for: <ul style="list-style-type: none">• pedal cycles over £500 in value• high risk items or personal belongings above £1,500 in value	The limit specified by you as shown on your Policy Schedule up to a maximum of £20,000

Section 5: Home Emergency

COVERS	THE MOST WE WILL PAY FOR ANY SINGLE EVENT
Cost of the qualified person chosen by us to deal with the emergency in respect of the call out charge, labour and any materials necessary	£500
Home emergency overnight accommodation	£100

Section 6: Legal Expenses

COVERS	THE MOST WE WILL PAY FOR ANY SINGLE EVENT
Cost of negotiating or defending your legal rights	£50,000

Please ensure that the cover and limits **you** have chosen are adequate for **your** needs. For instance, if **you** are going away on holiday, make sure **your personal belongings** are covered. If **you** want to amend **your** cover for example to add **accidental damage, specified items, home emergency** or legal expenses cover or if **you** are not sure about any aspect of **your** cover please call the amendments number listed on page 47.

cover that applies to the whole policy:

What IS and IS NOT covered:

In this section of the policy **we/us/our** means St Andrew's Insurance plc. The policy limits are shown on page 16.

Whether **you** have chosen **buildings** cover or **contents** cover or both the following cover applies:

Locks and keys

What IS covered

If **you** lose **your** keys or there is **accidental damage** to the locks of: outside doors, safes or alarms in **your home**, we will pay the cost of:

- replacing keys
- changing parts of the lock
- replacing the locks

What IS NOT covered

The excess.

Loss or damage while the home is unoccupied.

Damage to locks caused by wear and tear, weather, mechanical or electrical breakdown.

Replacing locks when only the parts need changing.

Liability: The following legal responsibilities are covered

You are covered under this section only if **you** have advised us that **you** are a landlord. Please note that, if **you** are covered for legal responsibilities under this section, **you** are not covered for them under section 1: **Buildings** and section 2: **Contents**.

What IS covered

1. **Your** liability to pay damages and costs for:

- accidental death, disease, illness or physical injury to anyone; or
- **accidental damage** to physical property;

occurring during the **insurance period** resulting from **your** breach of one or more of the following legal responsibilities:

- **your** legal responsibility as owner of the **buildings**
- **your** legal responsibility as owner or bailee of **your** contents within the **buildings**
- anything **you** may do in **your** capacity as a landlord for the **buildings**
- **you** being an employer to any gardener, caretaker or cleaner, under a contract of employment with **you** and resulting from work they are employed to do in relation to the **buildings**.

The most we will pay under this section for any single event that happens during any **insurance period** is £2,000,000, or up to £10,000,000 as an employer to any gardener, caretaker or cleaner.

What IS NOT covered

*Injury, death, disease or illness to any of **your** family.*

*Any liability resulting from anything other than **you** being a landlord of the **buildings**.*

*Loss of or damage to any property in **your** care, custody or control.*

*Any liability resulting from **your** employment, trade, business or profession, other than the letting of the **buildings** or any part of the **buildings** for residential purposes.*

*Any liability resulting from **you** owning or using lifts (other than stair lifts) motorised or mechanically propelled or assisted vehicles, whether licensed for public road use or not, (other than garden machinery and motorised or electric wheelchairs).*

Any liability arising out of an agreement which would not have existed otherwise.

*Any liability that occurs outside any **insurance period**.*

*Any defence costs and expenses incurred without **our** written consent.*

Any liability covered by any other policy.

*Any legal liability arising out of any malicious act committed by **you** or with **your** connivance.*

Any damages, legal or other costs awarded by any court, tribunal or other body with no jurisdiction in the United Kingdom.

What IS covered

2. **Your** liability to pay damages and costs for **your** breach of **your** legal responsibility as owner of any **building** previously let for residential purposes by **you** and insured by **us** which arises under Section 3 of the Defective Premises Act 1972 or Section 5 of the Defective Premises (Northern Ireland) Order 1975.

The most **we** will pay for any single event is £2,000,000.

What IS NOT covered

*Any property previously owned and occupied by **you** in which **you** still hold legal title or have an interest.*

*Any death, illness, injury, loss or damage which occurs more than seven years after the last day of the insurance period in respect of any property insured by **us** and owned by **you**.*

Anything under the 'What is not covered' section of point 1 of this liability section.

What IS covered

3. Solicitors' fees incurred by **you** as a result of **your** breach of **your** legal responsibility for anything **you** may do in **your** capacity as a landlord of the **buildings** in respect of:

- representation at any Coroner's inquest in the United Kingdom
- representation at any fatal accident enquiry in the United Kingdom

If **you** die, points 1 and 2 of this liability section are transferred to **your** legal personal representative(s) provided that they follow the terms and conditions of **your** policy as far as they possibly can.

section 1: Buildings cover

What IS and IS NOT covered:

This only applies if **you** have chosen to include this cover and this is shown on **your** Policy Schedule.

This section of the policy explains the cover **we** provide for the **buildings**.

Words with special meanings are printed in **bold type** and can be found on pages 13-14. In this section of the policy **we/us/our** means St Andrew's Insurance plc. The policy limits are shown on page 16.

Your buildings

Damage to **buildings** by the following:

What IS covered

- (a) Fire, lightning, explosion, earthquake.
(b) Smoke.

What IS NOT covered

The excess.

*Damage caused by cigarette or cigar burns, scorching, melting, warping or other forms of heat distortion unless accompanied by flames unless **your** Policy Schedule shows that **buildings accidental damage**, point 16 of section 1, is applicable.*

What IS covered

- Storm.**

What IS NOT covered

The excess.

Damage by frost.

Damage to fences, hedges or gates.

Damage caused directly or indirectly by wind turbines.

What IS covered

- Flood.

What IS NOT covered

The excess.

Damage caused by a gradual rise in the water table.

What IS covered

- (a) Freezing of water in fixed water or heating systems.
(b) Water escaping from washing machines, dishwashers, freezers and fixed water installations.

What IS NOT covered

The excess.

*Subsidence and/or heave of the site on which the **buildings** stand or of the site belonging to the **buildings**, or landslip. See subsidence point 10 of section 1.*

*Loss or damage occurring while the **home** is **unoccupied**.*

The replacement cost of any part of any fixed water or fixed heating systems not damaged by freezing water.

What IS covered

- Oil escaping from a fixed heating system.

What IS NOT covered

The excess.

*Damage occurring while the **home** is **unoccupied**.*

What IS covered

- Riot, civil commotion.

What IS NOT covered

The excess.

What IS covered

- Malicious damage.

What IS NOT covered

The excess.

*Damage occurring while the **home** is **unoccupied**.*

What IS covered

8. Theft or attempted theft.

What IS NOT covered

The excess.

Loss by deception unless the only deception was someone tricking their way into **your home**.

Loss or damage occurring while the **home** is **unoccupied**.

What IS covered

9. Falling trees or branches, lamp posts, telegraph poles or pylons.

What IS NOT covered

The excess.

Removal of any tree, lamp post, telegraph pole or pylon, where **buildings** are not damaged by its fall.

Where **buildings** are damaged, the cost of removal of any tree, lamp post, telegraph pole or pylon is limited to the fallen part only.

What IS covered

10. Subsidence and/or heave of the site on which the **buildings** stand or landslip.

What IS NOT covered

The excess.

Damage to patios, terraces, footpaths, swimming pools, ornamental ponds, solar panels, wind turbines, tennis courts, drives, garden walls, fences, hedges and gates unless the **home** is damaged by the same cause and at the same time.

Damage either to or resulting from solid floors moving unless the foundations of the outside wall of the **home** are damaged by the same cause and at the same time.

What IS covered

11. Falling aerials or satellite receiving equipment.

What IS NOT covered

The excess.

Replacement of obsolete analogue aerials following the digital switch-over.

What IS covered

12. Damage to **buildings** by vehicles, trains, animals or aircraft or anything dropped from any of them.

What IS NOT covered

The excess.

Loss or damage caused by domestic pets unless **your Policy Schedule** shows that **buildings accidental damage**, point 16 of section 1, is applicable.

What IS covered

13. The attendance or forced entry by the Fire, Police or Ambulance services as a result of an emergency involving **your family**.

What IS NOT covered

The excess.

What IS covered

14. **Accidental damage** for which **you** are legally responsible to underground drains, pipes, cables and tanks which are used to provide services to or from **your home**.

What IS NOT covered

The excess.

The costs of clearing a blockage which has not resulted in physical damage to the drain, pipe, cable or tank itself.

What IS covered

15. Accidental breakage of glass, **sanitary ware** or ceramic hobs fixed to and forming part of the **home**.

What IS NOT covered

The excess.

Damage occurring while the **home** is **unoccupied**.

section 1: Buildings cover

What IS covered

This only applies if **you** have chosen to include this cover and this is shown on **your** Policy Schedule.

16. Accidental damage.

What IS NOT covered

The excess.

*Damage while the **home** is **unoccupied**.*

*Damage while any part of **your home** is lent or let to anyone who is not a relative.*

*Water entering **your home** other than by **storm** or flood.*

*Damage caused by or from movement, settlement or shrinkage of any part of the **buildings** or of the site on which the **buildings** stand.*

Anything under the 'What is not covered' section of points 1-15 of section 1.

What IS covered

17. We also cover the following:

If **your home** can no longer be lived in as a result of damage described in points 1-12 of section 1, we will pay:

- up to two years' ground rent which **your family** has to pay
- rent **you** should have received but have lost
- the reasonable additional cost of similar short term accommodation for **your family** and also for pets normally living in **your home**

What IS NOT covered

The excess.

*Any costs payable by **your family** once **your home** can be lived in again.*

*The cost of alternative accommodation for any person who is not a member of **your family**.*

Anything under the 'What is not covered' section of points 1-15 of section 1.

The following legal responsibilities are covered:

If **you** are both the owner and the occupier of the **buildings** please note:

Accidents which happen in buildings or on land are more commonly the legal responsibility of the occupier of the buildings or land rather than the owner. Cover against any breach of the legal responsibility that **you** may have as the occupier of the **buildings** as a result of **your** negligence is not provided by this **buildings** cover. In order to protect yourself, **you** should ensure that **you** also have **contents** insurance which includes cover in respect of **your** legal responsibilities as the occupier.

What IS covered

18. (a) **Your** breach of **your** legal responsibility as owner of the **buildings** as a result of which **you** are liable to pay damages and costs to others for:

- accidental death, disease, illness or physical injury to anyone
- **accidental damage** to physical property

The most we will pay for any single event is £2,000,000.

What IS NOT covered

*Injury, death, disease or illness to any of **your family**.*

*Anything belonging to, or anything which is the responsibility of, any of **your family**.*

*Any liability resulting from any of **your family** owning any buildings or land other than **your buildings**.*

*Any liability resulting from any of **your family's** employment, trade, business or profession.*

*Any liability as an employer to anyone employed by any of **your family** in any trade, profession or business.*

*Any liability resulting from any of **your family** owning or using:*

- lifts (other than stair lifts) motorised or mechanically propelled or assisted vehicles including go-karts, jet skis, Go peds, scooters, children's vehicles whether licensed for public road use or not (other than garden machinery and motorised or electric wheelchairs), pedal cycles or wind turbines

- trailers, trailer tents, caravans, aircraft of any type or boats or water craft of any type (other than rowing boats)

Any liability resulting from any animal (except domestic cats and dogs).

Injury, death, disease or illness caused by any dog owned by any of **your family** or for which they are legally responsible if the dog is described in Section 1 of the Dangerous Dogs Act 1991 or Article 3 of the Dangerous Dogs (Northern Ireland) Order 1991.

Any liability arising out of an agreement, which would not have existed otherwise.

Any liability that occurs outside any **insurance period**.

Any defence costs and expenses incurred without **our** written consent.

Any damages, legal or other costs awarded by any court, tribunal or other body with no jurisdiction in the United Kingdom.

What IS covered

18. (b) **Your** liability to pay damages and costs for **your** breach of **your** legal responsibility as owner of any private dwelling previously owned by **you** and insured by **us** which arises under Section 3 of the Defective Premises Act 1972 or Section 5 of the Defective Premises (Northern Ireland) Order 1975.

The most **we** will pay for any single event is £2,000,000.

What IS NOT covered

Any private dwelling previously owned and occupied by **you** in which **you** still hold legal title or have an interest.

Any incident which happens more than seven years after the last day of the **insurance period** in respect of any private dwelling previously insured by **us** and owned by **you**.

Anything under the 'What is not covered' section of point 18(a) of section 1.

If **you** die, cover under 18(a) and 18(b) of section 1 is transferred to **your** legal personal representative(s) provided that they follow the terms and conditions of the policy as far as they possibly can.

What IS covered

19. If **you** enter into a contract to sell **your home**, the buyer will be entitled to the benefit of the cover provided by this policy once the sale has been completed if between entering the contract and completion of the sale/conclusion of missives, **your home** is damaged by any of the events described in points 1-15 of section 1 and, if applicable, point 16 of section 1.

What IS NOT covered

The excess.

*This cover does not apply if insurance on the **buildings** of the **home** has been arranged by or for the buyer.*

*Anything under the 'What is not covered' section of points 1-15 of section 1 and point 16 of section 1 if **your** Policy Schedule shows that **buildings accidental damage** is applicable.*

section 1: Buildings cover

How we settle claims under section 1: Buildings

What IS covered

The most **we** will pay for any one claim for repair is the **rebuilding cost**.

What IS NOT covered

In settling **your** claim **we** will not:

- pay for the cost of complying with building regulations, local authority or other statutory requirements, if notice of the need to comply was served on **you** before the damage occurred or if these related to undamaged parts of the buildings
- pay any loss of value resulting from replacement or repair of damage to the buildings
- pay for the cost of replacing or changing undamaged parts of the buildings which belong to a set or suite which have a common design or use when insured damage happens to another part or area of that suite or set and replacements cannot be matched and repair cannot be carried out satisfactorily

If the buildings have not been kept in a good state of repair or if **we** have not been informed of the addition of a bedroom, garage or extension, **we** may deduct an amount from the claim payment or may decline **your** claim.

Repair may be made using a suitable modern equivalent material wherever possible.

If the repair or replacement cannot be economically carried out **we** will pay the decrease in market value of the **home** due to the damage. **We** will not pay for more than it would have cost to repair the damage to the buildings, if the repair work has been done without delay, subject to the consent of the mortgage lender where there is a mortgage on the **home**.

Where **you** have a mortgage on the **home**, **your** mortgage lender may have the right to take over any claim from **you** and to ask **us** to pay any claim monies directly to them, rather than to **you**. **We** will negotiate with the lender and pay the claim to the lender if it is satisfied that the lender has the right to ask **us** to do this.

See also the policy limits on page 16.

section 2:

Contents cover

What IS and IS NOT covered:

This only applies if **you** have chosen to include this cover and this is shown on **your** Policy Schedule.

This section of the policy explains the cover **we** provide for the **contents in your home**.

Words with special meanings are printed in **bold type** and can be found on pages 13-14. In this section of the policy **we/us/our** means St Andrew's Insurance plc. The policy limits are shown on pages 17-18.

Your contents in the home

Loss or damage to **contents** in the **home** by the following:

What IS covered

1. Fire, lightning, explosion, earthquake.

What IS NOT covered

The excess.

*Damage caused by cigarette or cigar burns, scorching, melting, warping or other forms of heat distortion unless accompanied by flames unless **your** Policy Schedule shows that **contents accidental damage**, point 24 of section 2, is applicable.*

What IS covered

2. Smoke.

What IS NOT covered

The excess.

What IS covered

3. **Storm.**

What IS NOT covered

The excess.

What IS covered

4. Flood.

What IS NOT covered

The excess.

Damage caused by a gradual rise in the water table.

What IS covered

5. Water escaping from washing machines, dishwashers, freezers and fixed water installations.

What IS NOT covered

The excess.

*Loss or damage caused while the **home** is **unoccupied**.*

*Subsidence and/or heave of the site on which the **buildings** stand or of the site belonging to the **buildings**, or landslip. See subsidence point 10 of section 1.*

What IS covered

6. Oil escaping from a fixed heating system.

What IS NOT covered

The excess.

*Loss or damage occurring while the **home** is **unoccupied**.*

What IS covered

7. Riot, civil commotion.

What IS NOT covered

The excess.

What IS covered

8. Malicious damage.

What IS NOT covered

The excess.

*Loss or damage caused while the **home** is **unoccupied**.*

What IS covered

9. (a) Theft or attempted theft using force and violence to get into or out of **your home**.

What IS NOT covered

The excess.

*Loss or damage caused while the **home** is **unoccupied**.*

What IS covered

9. (b) Theft or attempted theft not using force and violence to get into or out of **your home**.

What IS NOT covered

The excess.

*Loss or damage caused while the **home** is **unoccupied**.*

*Loss by deception unless the only deception was someone tricking their way into **your home**.*

*Loss or damage when anyone other than **your family** is living in any part of the **home**.*

section 2:

Contents cover

What IS covered

- 10. Subsidence and/or heave of the site on which the **buildings** stand, or landslip.

What IS NOT covered

The excess.

Loss or damage caused by solid floors moving unless the foundations of the outside walls of **your home** are damaged by the same cause and at the same time.

What IS covered

- 11. Falling trees, branches, aerials or satellite receiving equipment, lamp posts, telegraph poles or pylons.

What IS NOT covered

The excess.

Replacement of obsolete analogue aerials following the digital switch-over.

What IS covered

- 12. Vehicles, trains, animals or aircraft or anything dropped from any of them.

What IS NOT covered

The excess.

Loss or damage caused by domestic pets unless **your** Policy Schedule shows that **contents accidental damage**, point 24 of section 2, is applicable.

As well as the cover we provide for the **contents in your home**, we also cover the following:

What IS covered

- 13. **Accidental damage** to TV, video, audio, computer equipment, **office equipment** in the **home** and aerials or satellite receiving equipment up to the **high risk items** limit shown on **your** Policy Schedule.

What IS NOT covered

The excess.

Damage caused by water entering the **home** (unless it was from **storm** or flood).

Damage to discs, records, diskettes or tapes.

Damage caused while the **home** is **unoccupied**.

The cost of replacing computer records and business books except for their value as stationery.

Replacement of obsolete analogue aerials following the digital switch-over.

What IS covered

- 14. Accidental breakage of glass that forms part of furniture and mirrors in the **home**.

What IS NOT covered

The excess.

Breakage while the **home** is **unoccupied**.

What IS covered

- 15. (a) **Contents** in the open.

Loss of or damage to **contents** outside **your home** on land belonging to **your home** caused by any of the events described in points 1-12 of section 2.

What IS NOT covered

The excess.

Anything under the 'What is not covered' section of points 1-12 of section 2.

Loss or damage caused while the **home** is **unoccupied**.

What IS covered

- 15. (b) Plants in the garden.

Loss of or damage to trees, shrubs, plants and lawns in the garden of **your home** by any of the events described in points 1 and 6-13 of section 1.

What IS NOT covered

The excess.

Anything under the 'What is not covered' section of points 1 and 6-13 of section 1.

Loss or damage by subsidence to trees, shrubs, plants and lawns unless **your home** is damaged by the same cause and at the same time.

Loss or damage caused by domestic pets, animals, wildlife, birds, insects, **vermin**, fungus or frost.

Loss or damage while **your home** is **unoccupied**.

The natural death of trees, shrubs, plants, lawns or death caused by a lack of due care and attention.

Loss or damage to trees, shrubs, plants and lawns on land which does not belong to **your home**.

What IS covered

16. Contents away from **your home**.

Loss or damage to **contents** away from **your home** but still in the **British Isles** caused by covers 1-12 of section 2.

You cannot remove **contents** from **your home** for more than 90 days in any 12 months. **Contents** are only covered in the following places:

- in a bank, building society, safe deposit or occupied private dwelling
- in a building where any of **your family** are living, are employed or are carrying out any business
- in any other building or caravan
- being carried to or from any bank or safe deposit by any of **your family** or anyone with **your family's** permission

What IS NOT covered

The excess.

Anything under the 'What is not covered' section of points 1-12 of section 2.

Loss or damage caused while the **contents** are in storage or are being moved to or from storage, unless they are in storage as a result of the cover described in point 18 of section 2 – short-term accommodation.

Loss or damage caused by **storm** or flood to any property which is not in a building.

Loss or damage caused by theft or attempted theft from any building or caravan other than

your home unless there is force and violence used to get into or out of the other building or caravan.

Loss of or damage to student belongings whilst in university halls of residence or rented student accommodation, belonging to a member of **your family** in full time further education.

What IS covered

17. Contents when **you** move **home**.

Accidental loss or damage to the **contents** when **you** move **home** while a professional removal firm is moving them from **your home** to another permanent **home** in the **British Isles** including temporary storage by the removal firm for up to 72 hours.

What IS NOT covered

The excess.

Damage to china, glass, pottery or any similar items which are fragile unless they have been packed by professional packers.

Loss or damage not reported within 7 days of moving into **your new home**.

What IS covered

18. Short-term accommodation costs and ground rent.

If **your home** can no longer be lived in as a result of loss or damage described in points 1-12 of section 2, **we** will pay for:

- the reasonable additional cost of similar short-term accommodation costs, for **your family** and pets normally living in **your home**
- up to two years ground rent which **your family** has to pay
- the cost of temporary storage of the **contents**

What IS NOT covered

The excess.

Anything under the 'What is not covered' section of points 1-12 of section 2.

Any costs **your family** has to pay once the **home** can be lived in again.

The cost of alternative accommodation for any person who is not a member of **your family**.

section 2:

Contents cover

What IS covered

19. Metered water, oil or liquid petroleum gas.
- Loss of metered water, oil or liquid petroleum gas caused by any of the events described in points 1-12 of section 2, or point 24 of section 2 if **your** Policy Schedule shows that **contents accidental damage** is applicable.

What IS NOT covered

The excess.

Anything under the 'What is not covered' section of points 1-12 of section 2 and if **your** Policy Schedule shows that **contents accidental damage** is applicable, point 24 of section 2.

What IS covered

20. Title deeds.
- The cost of supplying the Title Information Document if title deeds are lost or damaged while in **your home** or lodged with **your** mortgage lender, bank or solicitor by any of the events described in points 1-12 of section 2 and point 24 of section 2 if **your** Policy Schedule shows that **contents accidental damage** is applicable.

What IS NOT covered

The excess.

Anything under the 'What is not covered' of points 1-12 and point 24 of section 2 if **your** Policy Schedule shows that **contents accidental damage** is applicable.

The following legal responsibilities are covered:

As well as covering the **contents** of **your home**, we also provide cover for **your** breach of certain legal responsibilities **you** may have. Accidents which happen in buildings or on land are more commonly the occupier's legal responsibility rather than the owner's.

What IS covered

21. **Your family's** breach of any legal responsibility for which they are liable to pay damages and costs for:

- accidental death, disease, illness or physical injury to anyone
- **accidental damage** to property

arising out of:

- **your family** occupying **your home**
- anything any of **your family** do in their personal life

- **your family** being an employer to any of **your** domestic employees. The most **we** will pay under this section for any single event that happens during any **insurance period** is £2,000,000, or up to £10,000,000 as an employer to any of **your family's** domestic employees.

What IS NOT covered

*Injury, death, disease or illness to any of **your family**.*

*Anything caused directly or indirectly by any of **your family** being treated for or passing on any disease or virus.*

*Any responsibility resulting from any of **your family** owning land or buildings.*

*Any liability resulting from any of **your family's** employment, trade or business profession.*

*Any liability as an employer to anyone employed by any of **your family** in any trade, profession or business. This does not include domestic employees.*

*Any liability resulting from any of **your family** owning or using:*

- lifts (other than stair lifts) motorised or mechanically propelled or assisted vehicles including go-karts, jet skis, Go-peds, scooters, children's vehicles whether licensed for public road use or not (other than garden machinery and motorised or electric wheelchairs) or wind turbines.
- trailers, trailer tents, caravans, aircraft of any type or boats or water craft of any type (other than rowing boats).

Any liability resulting from any animal (except domestic cats and dogs).

*Injury, death, disease or illness caused by any dog owned by any of **your family** or for which they are legally responsible if the dog is described in Section 1 of the Dangerous Dogs Act 1991 or Article 3 of the Dangerous Dogs (Northern Ireland) Order 1991.*

Any liability arising out of an agreement, which would not have existed otherwise.

*Any liability which occurs outside any **insurance period**.*

*Any defence costs and expenses incurred without **our** written consent.*

Any liability covered by any other policy.

Any damages, legal or other costs awarded by any court, tribunal or other body with no jurisdiction in the United Kingdom.

What IS covered

22. Tenant's Liability.

Provided **you** have informed **us** that **you** are living in rented accommodation, if **you** are legally liable under the terms of **your** tenancy agreement for damage to **your home**, we will indemnify **you** against **your** liability at law arising out of any of the events listed in points 1-15 of section 1 and if **your** Policy Schedule shows that **contents accidental damage** is applicable, point 16 of section 1.

What IS NOT covered

Anything under the 'What is not covered' the section of points 1-15 of section 1 and if **your** Policy Schedule shows that **contents accidental damage** is applicable, point 16 of section 1.

What IS covered

23. Food in the freezer(s) in **your home**.

Loss or damage to the food in the freezer(s) in **your home** caused by:

- a rise or fall in temperature in the freezer(s)
- refrigerant or refrigerant fumes escaping

What IS NOT covered

The excess.

Loss or damage caused by a deliberate cutting off or reduction in supply.

*Loss or damage caused while the **home** is **unoccupied**.*

What IS covered

This only applies if **you** have chosen to include this cover and this is shown on **your** Policy Schedule.

24. **Accidental damage** to **contents** in the **home** not caused by an event described in points 1-12 of section 2.

What IS NOT covered

The excess.

Clothing and contact lenses.

*Damage while any part of **your home** is lent or let to anyone who is not a relative.*

*Water entering the **home** (unless it was from a **storm** or flood).*

Spoiled frozen food.

*Loss or damage caused while the **home** is **unoccupied**.*

Anything under the 'What is not covered' section of points 1-12 of section 2.

What IS covered

This only applies if **you** have chosen to include this cover and this is shown on **your** Policy Schedule.

25. Contents Plus.

Loss or damage to mobile phones, pedal cycles or camcorders in the **home**.

Loss of **money** and **credit cards** in the **home**.

Cost of calls made on **your** mobile phone between the time it is stolen and the time that the theft is reported to the airtime supplier.

Cost of informing people of **your** new number if a new phone line and number is needed.

What IS NOT covered

The excess.

*Anything under the 'What is not covered' section of points 1-12 and if **your** Policy Schedule shows that **contents accidental damage** is applicable, point 24 of section 2.*

***Money** and **credit cards** held for trade, professional or business purposes.*

Any loss or damage caused by liquid.

section 2:

Contents cover

How we settle claims under section 2: Contents

The most **we** will pay for any one claim is the cost of repairing or replacing **your contents**.

What IS covered

In settling **your** claim:

- **we** will pay the cost of the repair if any item has been damaged and can be repaired economically. Otherwise **we** will replace it with a new item through the network of suppliers Halifax General Insurance Services Limited has agreed with **us**. Alternatively at **our** option, **we** will pay the cost at which Halifax General Insurance Services Limited on **our** behalf can replace the item. However in respect of clothing and household linen an amount for wear and tear will be deducted
- if an item other than clothing or household linen has been stolen or damaged beyond repair and is not replaced, **we** will, at **our** option, pay the value of the item at the time it is stolen or damaged. The value will represent the amount **you** would have received by selling the item immediately before the theft or damage occurred
- **we** will pay for the cost of replacing legally **downloaded electronic data**, but only if no copies are available on other electronic or computer devices owned by **your family** and such costs are incurred again

What IS NOT covered

In settling **your** claim **we** will not pay for the cost of replacing or changing undamaged parts of the **contents** which belong to a set or suite which have a common design or use when insured damage happens to another part or area of that suite or set and replacements cannot be matched and repair cannot be carried out satisfactorily.

If **you** wish to upgrade the quality of an item **you** are claiming for, the suppliers will accommodate this. The additional cost will be **your** responsibility but **you** will benefit from any discounts arranged on **your** behalf.

See also the policy limits on pages 17-18.

section 3:

Personal Belongings cover

What IS and IS NOT covered:

This only applies if **you** have chosen to include this cover and this is shown on **your** Policy Schedule.

This section covers accidental loss or damage to **your family's personal belongings** whether they are in or away from **your home**.

Words with special meanings are printed in **bold type** and can be found on pages 13-14. In this section of the policy **we/us/our** means St Andrew's Insurance plc. The policy limits are shown on page 18.

What IS covered

Loss or damage to **your family's personal belongings** is only covered outside of the **British Isles** if:

- they are not outside the **British Isles** for more than 60 days in any continuous period of 12 months
- in respect of **high risk items, money, credit cards**, mobile phones, sporting equipment and musical instruments, they are at all times attended by **your family**, or left in hotel security, safety deposit box, safe or similar locked fixed receptacle

What IS NOT covered

The excess.

*Loss or damage from or in the **home** while the **home** is **unoccupied**.*

*Loss by deception unless the only deception was someone tricking their way into the **home**.*

*Loss or damage caused by water entering the **home** (unless it was from a **storm** or flood).*

*Loss or damage of **personal belongings** with or from a motor vehicle unless:*

- *the vehicle has someone aged 16 or over in at the time, or;*
- *there has been forcible and violent entry into the vehicle and the vehicle was also damaged and the item was hidden from view in a locked boot, luggage or glove compartment*

*Loss or of damage to **personal belongings** of a member of **your family** who is in full time further education, whilst in their university halls of residence or rented student accommodation.*

*Any **personal belongings** more specifically insured by another policy.*

*Loss, theft, or damage whilst in the custody of an airline or other carrier unless **you** report it immediately on discovery to the carrier and get a written report. In the case of an airline **you** will need a Property Irregularity Report (PIR).*

■ Pedal cycles including accessories.

What IS NOT covered

Loss of any pedal cycle left unattended in a public place, unless the pedal cycle is locked to a fixed structure.

Any cycle which is motorised.

Loss or damage while any pedal cycle is being used for racing, pacemaking or trials.

■ Money.

What IS NOT covered

Confiscation, loss of value or loss due to incorrect receipts, payment or accountancy.

Money held for trade, professional or business purposes.

■ Credit cards.

What IS covered

Loss because the **credit cards** have been used without the permission of any of the cardholders.

What IS NOT covered

*Illegal use by any of **your family**.*

Loss which results from any cardholder not following the card company's terms and conditions.

Credit cards held for trade, professional or business purposes.

section 3:

Personal Belongings cover

Mobile phones.

What IS covered

The cost of any calls made between the time **your** mobile phone was stolen and the time the theft was reported to the airtime supplier.

The cost of telling people **your** new phone number, if a new phone line and phone number are needed following insured loss or damage to **your** phone.

What IS NOT covered

*Any phone which has been purchased by or is owned by an employer of any member of **your** family.*

Any loss or damage caused by liquid.

Sporting equipment and musical instruments.

What IS NOT covered

Damage whilst in use.

How we settle claims under section 3: Personal Belongings

The most **we** will pay for any one claim is the amount specified by **you** and shown on **your** Policy Schedule. In settling **your** claim **we** will ensure that:

- if any item has been damaged and it can be repaired economically **we** will pay the cost of repair. Otherwise **we** will replace it with a new item through the network of suppliers Halifax General Insurance Service Limited has agreed with **us**. Alternatively at **our** option, **we** will pay the cost at which Halifax General Insurance Services Limited on **our** behalf can replace the item. However in respect of clothing and household linen an amount for wear and tear will be deducted
- if any item cannot be replaced, payment will be based on an agreed specialist's opinion of the present value of the item, up to the limit shown on **your** Policy Schedule
- if an item other than clothing or household linen has been stolen or damaged beyond repair and is not replaced, **we** will, at **our** option, pay the value of the item at the time it is stolen or damaged. The value will represent the amount **you** would have received by selling the item immediately before the theft or damage occurred

In respect of mobile phones, if any item has been damaged and it can be repaired economically **we** will pay the cost of the repair. If an item cannot be economically repaired or has been lost or stolen **we** will replace it with a phone which has similar functions and **you** will also get a line rental to the original supplier.

We will not pay for the cost of replacing or changing undamaged parts of **personal belongings** which belong to a set or suite which have a common design or use when insured damage happens to another part or area of that suite or set and replacements cannot be matched and repair cannot be carried out satisfactorily.

See also the policy limits on page 18.

section 4:

Specified Items cover

What IS and IS NOT covered:

This only applies if **you** have chosen to include this cover and this is shown on **your** Policy Schedule.

This section of the policy explains the cover **we** provide for the items specified by **you** against loss or damage inside and outside of the **home** for:

- pedal cycles in excess of £500 in value
- **high risk items** or **personal belongings** in excess of £1,500

Words with special meanings are printed in **bold type** and can be found on pages 13-14. In this section of the policy **we/us/our** means St Andrew's Insurance plc. The policy limits are shown on page 19.

What IS covered

When **your specified item** is outside the **British Isles** it is only covered if:

- it is not outside the **British Isles** for more than 60 days in any continuous period of 12 months and;
- it is at all times attended by **your family**, or left in hotel security, safety deposit box, safe or similar locked fixed receptacle

If **you** have a stamp collection named on **your** policy and the stamp collection is lost or damaged **we** will pay:

- up to 60% of its catalogue value based on the Stanley Gibbons catalogue prices
- up to 5% of the sum insured specified by **you** and shown on **your** Policy Schedule for the whole collection for any single stamp

If **you** have a coin collection named on **your** policy and the coin collection is lost or damaged **we** will pay:

- up to 60% of its catalogue value based on the Seaby catalogue prices
- up to 5% of the sum insured specified by **you** and shown on **your** Policy Schedule for the whole collection for any single coin

What IS NOT covered

The excess.

*Loss of or damage to any **specified item** if at the time of a claim the original purchase receipt or a valuation which predates the loss cannot be produced.*

*Any **specified item** more specifically insured by another policy.*

*Loss or damage caused by water entering **your home** (unless it was from **storm** or flood).*

*Loss or damage from or in **your home** while the **home** is **unoccupied**.*

*Loss or damage by deception unless the only deception was someone tricking their way into **your home**.*

Loss or damage with or from a motor vehicle unless:

- *the vehicle has someone aged 16 or over in at the time, or;*
- *there has been forcible and violent entry into the vehicle and the vehicle was also damaged and the item was hidden from view in a locked boot, luggage or glove compartment*

*Loss, theft, or damage whilst in the custody of an airline or other carrier unless **you** report it immediately on discovery to the carrier and get a written report. In the case of an airline **you** will need a Property Irregularity Report (PIR).*

Loss or damage while any pedal cycle is being used for racing, pacemaking or trials.

Loss of any pedal cycle left unattended in a public place unless the pedal cycle is locked to a fixed structure.

Any cycle which is motorised.

*Stamp or coin collections outside the **British Isles**.*

Any item which is not named on the Policy Schedule.

Remember to regularly review the value of **your** possessions – if the value of **your high risk items** or **personal belongings** is greater than £1,500 per single article or the value of any of **your specified items** change, please call the amendments number listed on page 47.

section 4: Specified Items cover

How we settle claims under section 4: Specified Items

The most **we** will pay is up to the limit/amount specified by **you** and shown on **your** Policy Schedule. In settling **your** claim **we** will ensure that:

- if any item has been damaged and it can be repaired economically **we** will pay the cost of repair. Otherwise **we** will replace it with a new item through the network of suppliers Halifax General Insurance Service Limited has agreed with **us**. Alternatively, at **our** option, **we** will pay the cost at which Halifax General Insurance Services Limited on **our** behalf can replace the item
- if any item cannot be replaced, payment will be based on an agreed specialist's opinion of the present value of the item, up to the limit shown on **your** Policy Schedule, or contained in the clause wording

See also the policy limits on page 19

section 5: Home Emergency cover

What IS and IS NOT covered:

This only applies if **you** have chosen to include this cover and this is shown on **your** Policy Schedule.

This section provides assistance if **you** or any member of **your family** have a **home emergency** and **you** phone the **home emergency** helpline. **We** will arrange to deal with the emergency by choosing a qualified person to come to **your home** and carry out any repairs that are necessary as a result of that **home emergency**.

Words with special meaning are printed in **bold type** on pages 13-14 and below. In this section of the policy **we/us/our** means Inter Partner Assistance. The policy limits are shown on page 19.

Home Emergency words with special meanings

Home Emergency

A sudden event that was not expected by any of **your family** and which needs immediate action to:

- make the **home** safe or secure
- avoid damage or more damage to **your home**
- make **your home** fit to live in
- restore electricity, gas or water services to **your home** if they have totally failed

What IS covered

1. A **home emergency** that **you** or any member of **your family** tells **us** about.
2. In the event of the property becoming uninhabitable and remaining so overnight, **we** shall at **your** request arrange and pay for **your** overnight accommodation and/or transport to such accommodation, up to £100.

What IS NOT covered

A fault any member of **your family** knew or should have known about when **you** took out the policy.

Any claim if **your home** is **unoccupied**.

Any claim if **your mains** electricity, water or gas supply fails or is deliberately cut off by any electricity, water or gas supply company.

Any deliberate act of any public or local authority service.

Any deliberate act or omission by any member of **your family**, in an attempt to make a false or fraudulent claim under this section.

Any claim which is covered by a maintenance agreement, guarantee or extended warranty contract.

Any claim because **your** central heating boiler fails and it is over 15 years old.

Solar heating, septic tanks, guttering and downpipes.

Breakdown or loss of, or damage to, domestic appliances like freezers, washing machines, microwaves or other mechanical equipment such as Saniflow toilets.

Any loss where **you** did not contact **us** to arrange repairs.

Any loss or damage arising from subsidence caused by bedding down of new structures, repairs or alterations to the property, faulty workmanship, or use of defective materials, river or coastal erosion.

Any defect, damage or failure caused by interference, negligence, misuse, or faulty workmanship, including any attempted repair or modification which does not comply with recognised industry standards.

Any leaking or dripping tap that requires re-washing or replacing, external overflows or replacement of cylinders, tanks, radiators and **sanitary ware**.

Any burst or leaking flexible hoses which can be isolated or leaking washing appliances.

De-scaling and any work arising from hard water scale deposits or from damage caused by aggressive water or sludge resulting from corrosion. Signs that work is needed may include a noisy boiler, sludged up pipes or poor circulation.

Replacement of light bulbs and fuses in plugs.

Lost keys for outbuildings, garages and sheds.

Vermin outside the main dwelling e.g. garages and other outbuildings.

section 5: Home Emergency cover

How we settle claims for Section 5: Home Emergency

The most **we** will pay for any one claim is up to £500 (including VAT) towards the cost of the qualified person who **we** choose to deal with the **home emergency**, in respect of the call out charge, labour and any materials that are necessary, plus up to £100 towards alternative accommodation.

If **you** have a **home emergency** and **you** claim under this section and **you** have **buildings** insurance, **we** can ask **your buildings** insurers to pay back any money **we** have paid. This does not include any **excess** that may apply to the **buildings** insurance.

See also the policy limits on page 19.

section 6: Legal Expenses cover

What IS and IS NOT covered:

This only applies if **you** have chosen to include this cover and this is shown on **your** Policy Schedule.

This section provides Legal Expenses protection for **you** and **your family**.

Words with special meanings are printed in **bold type** and can be found on pages 13-14 and this page. In this section of the policy, **we/us/our** means DAS Legal Expenses Insurance Company Limited. The policy limits are shown on page 19.

Cover will only apply:

- if the **date of occurrence** of the insured incident is during the **insurance period** and within the **territorial limit**, and
- any legal proceeding will be dealt with by a court, or other body which **we** agree to, in the **territorial limit**; and
- as long as for civil claims, it is more likely than not that **you** and **your family** will recover damages (or obtain any other legal remedy which **we** have agreed to) or make a successful defence, and **we** will only pay the **legal costs** and **accountant's costs** charged by a **representative** appointed by **us**

For all insured incidents, **we** will help in appealing or defending an appeal as long as **you** and **your family** tells **us** within the time limits allowed that **you** and **your family** want **us** to appeal. Before **we** pay **costs and expenses** for appeals, **we** must agree that it is always more likely than not that the appeal will be successful.

Legal Expenses words with special meanings

The words set out below only apply to this section of the policy.

Representative

The lawyer, accountant or other suitably qualified person, who has been appointed to act for **you** and **your family** in accordance with the terms of this section.

Full Enquiry

An extensive examination by HM Revenue & Customs which considers all aspects of **your** and **your family's** tax affairs, but not enquiries which are limited to one or more specific aspects of **your** and **your family's** self assessment tax return.

Date of Occurrence

- For civil cases (except under insured incident 5, Tax Protection), the **date of occurrence** is the date of the event which may lead to a claim. If there is more than one event arising at the same time or from the same cause, the **date of occurrence** is the date of the first of these events
- For criminal cases, the **date of occurrence** is when **you** and **your family** began or are alleged to have begun to break the criminal law in question
- For **full enquiries**, the **date of occurrence** is when HM Revenue & Customs first notifies in writing the intention to make enquiries

Costs and Expenses

(a) Legal costs

All reasonable and necessary costs chargeable by the **representative** on a standard basis.

We also pay the costs incurred by opponents in civil cases if **you** and **your family** have been ordered to pay them, or pay them with **our** agreement.

(b) Accountant's costs

All reasonable and necessary costs chargeable by the **representative**.

Territorial Limit

For insured incidents, Contract Disputes and Bodily Injury; the European Union, the Isle of Man, the Channel Islands, Albania, Andorra, Bosnia Herzegovina, Croatia, Gibraltar, Iceland, Liechtenstein, Macedonia, Monaco, Montenegro, Norway, San Marino, Serbia, Switzerland and Turkey (west of the Bosphorus).

For all other insured incidents; the United Kingdom of Great Britain and Northern Ireland, the Isle of Man and the Channel Islands.

section 6:

Legal Expenses cover

What IS NOT covered by Legal Expenses

These are the exclusions relating to Legal Expenses protection. The exclusions relating to the whole policy are shown on page 44.

1. Any claim reported to **us** more than 180 days after **you** and **your family** should have known about the insured incident.
2. Any incident or matter arising before the start of this section.
3. Any **costs and expenses** incurred before **our** written acceptance of a claim.
4. Fines, penalties, compensation or damages which **you** and **your family** are ordered to pay by a court or other authority.
5. Any insured incident intentionally brought about by **you** and **your family**.
6. Any claim relating to **you** and **your family's** alleged dishonesty or alleged violent behaviour.
7. Any claim relating to written or verbal remarks which damage **you** and **your family's** reputation.
8. A dispute with **us** not otherwise dealt with under condition 7.
9. An application for Judicial Review.
10. Any legal action **you** and **your family** takes which **we** or the appointed **representative** have not agreed to, or where **you** and **your family** does anything that hinders **us** or the appointed **representative**.
11. A claim relating to a lease of land or buildings of less than 21 years, or a licence or tenancy of land or buildings. However, **we** do cover a dispute with a professional adviser in connection with the drafting of a lease, licence or tenancy agreement.
12. Any claims arising from **your** or **your family's** business liabilities.

Conditions which apply to Legal Expenses

These are the conditions **you** must keep to as **your** part of the contract. The others are shown on page 45.

1. **You** and **your family** must:
 - (a) keep to the terms and conditions of this section.
 - (b) take reasonable steps to keep any amount **we** have to pay as low as possible.
 - (c) try to prevent anything happening that may cause a claim.
 - (d) send everything **we** ask for, in writing.
 - (e) give **us** full details in writing of any claim as soon as possible and give **us** any information **we** need.
2.
 - (a) **We** can take over and conduct in **your** and **your family's** name, any claim or legal proceedings at any time. **We** can negotiate any claim on **your** and **your family's** behalf.
 - (b) **You** or **your family** are free to choose a **representative** (by sending **us** a suitably qualified person's name and address) if:
 - (i) **we** agree to start court proceedings and it becomes necessary for a lawyer to represent **your** or **your family's** interests in those proceedings; or
 - (ii) there is a conflict of interest.

We may choose not to accept the choice of **representative** but only in exceptional circumstances. If there is a disagreement over the choice of a **representative** in these circumstances, **you** or **your family** may choose another suitably qualified person.
 - (c) In all circumstances except those in 2 (b) above, **we** are free to choose a **representative**.
 - (d) A **representative** will be appointed by **us** to represent **you** or **your family** according to **our** standard terms of appointment. The **representative** must co-operate fully with **us** at all times.
 - (e) **We** will have direct contact with the **representative**.
 - (f) **You** or **your family** must co-operate fully with **us** and the **representative** and must keep **us** up to date with the progress of the claim.

- (g) **You or your family** must give the **representative** any instructions that **we** require.
3. (a) **You and your family** must tell **us** if anyone offers to settle a claim.
- (b) If **you** and **your family** do not accept a reasonable offer to settle a claim, **we** may refuse to pay any further **costs and expenses**.
- (c) **We** may decide to pay **you** and **your family** the amount of damages that **you** and **your family** are claiming or is being claimed against **you** and **your family**, instead of starting or continuing legal proceedings.
4. (a) **You and your family** must tell the **representative** to have **costs and expenses** taxed, assessed or audited, if **we** ask for this.
- (b) **You and your family** must take every step to recover **costs and expenses** that **we** have to pay and must pay **us** any **costs and expenses** that are recovered.
5. If a **representative** refuses to continue acting for **you** and **your family** with good reason or if **you** and **your family** dismiss a **representative** without good reason, the cover **we** provide will end at once, unless **we** agree to appoint another **representative**.
6. If **you** and **your family** settle a claim or withdraw their claim without **our** agreement, or do not give suitable instructions to a **representative**, the cover **we** provide will end at once and **we** will be entitled to reclaim any **costs and expenses** paid by **us**.
7. If **we**, **you** and **your family** disagree about the choice of a **representative**, or about the handling of a claim, **we**, **you** and **your family** can choose another suitably qualified person to decide the matter. **We**, **you** and **your family** must both agree to the choice of this person in writing. Failing this, **we** will ask the president of a relevant national law society to choose a suitably qualified person. All costs of resolving the disagreement must be paid by the party whose choice is rejected.
8. **We** may at **our** discretion, require **you** or **your family** to obtain, at **your** expense, an opinion from a lawyer, accountant or other suitably qualified person chosen by **you** or **your family** and **us**, as to the merits of a claim or proceedings. If the chosen person's opinion indicates that it is more likely than not **you** or **your family** will recover damages (or obtain

any other legal remedy that **we** have agreed to) or make a successful defence, **we** will pay the costs of obtaining the opinion.

9. **We** will not pay any claim covered under any other policy, or any claim that would have been covered by any other policy if this section did not exist.
10. All Acts of Parliament mentioned in this section include equivalent laws in Scotland, Northern Ireland, the Isle of Man and the Channel Islands as the case may be.

What IS covered

1. Employment disputes.

We will negotiate **your** and **your family's** legal rights arising from their contract of employment for their work as an employee.

What IS NOT covered

A claim relating to:

1. Self-employment.
2. Disciplinary hearings or internal grievance procedures.
3. Any claim relating solely to personal injury.

What IS covered

2. Contract disputes.

We will negotiate the following:

- 2.1. **Your** and **your family's** legal rights in a contractual dispute arising from an agreement or an alleged agreement which **you** and **your family** have entered into for:
- (a) the buying or hiring in of any goods or services; or
 - (b) the selling of goods.
- 2.2. **Your** legal rights in a contractual dispute or for the misrepresentation arising from an agreement or alleged agreement which **you** have entered into for the buying or selling of **your** principal **home**.

PROVIDED THAT:

- (a) **you** and **your family** has entered into the agreement or alleged agreement during the **insurance period**; and
- (b) the amount in dispute is more than £100.

section 6:

Legal Expenses cover

What IS NOT covered

A claim relating to:

1. A contract regarding **your** and **your family's** trade, profession, employment or any business venture.
2. Construction work on any land, or designing, converting or extending any building where the contract value exceeds £5,000 (including VAT).
3. A contract involving a motor vehicle.
4. The settlement payable under an insurance policy (**we** will negotiate if **you** or **your family's** insurer refuses **you** or **your family's** claim but not for a dispute over the amount of the claim).
5. A dispute arising from any loan, mortgage, pension, investment or borrowing.

What IS covered

3. Bodily injury.

We will negotiate for **you** and **your family's** rights in a claim against a party who causes the death of, or bodily injury to **you** or **your family**.

What IS NOT covered

A claim relating to:

1. Any illness or bodily injury which happens gradually or is not caused by a specific or sudden accident.
2. Defending **your** and **your family's** legal rights, but defending a counter-claim is covered.
3. Deep Vein Thrombosis or its symptoms that result from **you** or **your family** travelling by air.

What IS covered

4. Property protection.

We will negotiate for **you** and **your family's** legal rights in a civil action and/or arrange mediation for a dispute relating to material property (including **your home**), which is owned by **you** or **your family** or for which **you** or **your family** are responsible, following:

- (a) any event which causes or could cause physical damage to such material property, provided that the amount in dispute is more than £100; or

- (b) a legal nuisance (meaning any unlawful interference with **you** or **your family's** use or enjoyment of their **home**, or some right over, or in connection with it); or

- (c) trespass.

What IS NOT covered

A claim relating to:

1. A contract entered into by **you** and **your family**.
2. Any building or land other than **your home**.
3. Someone legally taking **your home** from **you**, whether **you** are offered money or not, or restrictions or controls placed on **your home** by any government or public or local authorities unless the claim is for the accidental physical damage.
4. Work done by any government or public or local authority unless the claim is for physical damage.
5. A motor vehicle owned or used, by or hired or leased to **you** and **your family**.
6. Mining subsidence.
7. Defending any claim relating to an event that causes or could cause physical damage to material property, but defending a counter-claim is covered.
8. The first £250 of any claim for legal nuisance or trespass. This is payable as soon as **we** accept the claim.

What IS covered

5. Tax protection.

We will negotiate on **you** and **your family's** behalf and represent them in any appeal proceedings, in the event of a **full enquiry** in to their personal tax affairs.

What IS NOT covered

A claim relating to:

1. The tax affairs of a company, or any claim if **you** or **your family** are self-employed, a sole-trader, or in business partnership.
2. An investigation by the Special Compliance Office.

What IS covered

6. Jury service.

We will pay **you** and **your family's** salary or wages for the time that **you** and **your family** are off work while attending jury service for each half or whole day of such attendance, as far as they are not recoverable from the court or **your** and **your family's** employer. The amount **we** will pay is based on the following;

- (a) the time **you** and **your family** are off work, including the time it takes to travel to and from the court. **We** will work it out to the nearest half day, assuming that a whole day is eight hours.
- (b) if **you** and **your family** work full time, the salary or wages for each whole day equals 1/250th of **your** and **your family's** yearly salary or wages.
- (c) if **you** and **your family** work part-time, the salary or wages will be a proportion of **your** and **your family's** salary or wages.

What IS NOT covered

A claim relating to:

1. *Self-employment.*

What IS covered

7. Legal defence.

7.1. **We** will defend **you** and **your family's** legal rights if an event arising from **your** and **your family's** work as an employee leads to:

- (a) **you** and **your family** being prosecuted in a court of criminal jurisdiction; or
- (b) civil action being taken against **you** and **your family** under legislation for unlawful discrimination; or
- (c) civil action being taken against **you** and **your family** under Section 13 of the Data Protection Act 1998.

7.2. **We** will defend **you** and **your family's** legal rights if an event leads to their prosecution for an offence connected with the use or driving of a motor vehicle.

What IS NOT covered

A claim relating to:

1. *Parking offences.*
2. *The use of a motor vehicle by **you** and **your family** for which **you** and **your family** does not have valid motor insurance.*

How we settle claims under section 6: Legal Expenses

The most **we** will pay for the claim resulting from any originating events arising at the same time or from the same cause is £50,000.

In settling **your** claim **we** will:

- support **you** by negotiating for **your** legal rights resulting from any of the events **we** cover as shown on pages 39-43
- help **you** in making or defending an appeal (for all the events **we** cover)
- pay **your** wages or salary for jury service, after the first five days, if **you** cannot recover these wages from anywhere else
- pay the **costs and expenses**

We will not settle any claim which is covered under any other policy, or any claim that would have been covered by any other policy if this policy did not exist.

See also the policy limits on page 19.

exclusions and conditions

Exclusions which apply to the whole policy

These are the exclusions which apply to all the sections of **your** policy.

1. Deliberate loss or damage.
Any loss or damage caused, or allowed to be caused deliberately or wilfully by any of **your family**, paying guest or tenant.
2. Radioactive contamination.
Any claim or expense of any kind caused directly or indirectly by:
 - ionising radiation or radioactive contamination from any nuclear fuel or waste which results from the burning of nuclear fuel
 - the radioactive, toxic, explosive or other dangerous properties of nuclear machinery or any part of it
3. War risks.
Any loss or damage caused by any sort of war, invasion or revolution.
4. Terrorism.
Any loss, damage, liability, cost or expense of any kind directly or indirectly caused by, resulting from or in connection with any act of terrorism. For the purpose of this exclusion, 'terrorism' means the use, or threat of use, of biological, chemical and/or nuclear force or contamination by any person(s), whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government(s) or put any section of the public in fear.
5. Sonic bangs.
Any loss or damage by pressure waves caused by aircraft or other flying objects moving at or above the speed of sound.
6. Pollution or contamination.
Any claim or expense of any kind resulting directly or indirectly from pollution or contamination which was:
 - a result of an intentional act
 - expected or should have been expected
 - not sudden
 - not during any **insurance period**
 - from industrial business
7. Defects.
Any loss or damage caused by or from poor workmanship, poor design or faulty materials.
8. Prior loss, damage or liability.
We will not provide cover for or make payments in respect of any loss, damage or liability that occurred prior to **our** inception of **your** policy cover. If you have bought **buildings** cover as part of your mortgage application, cover is provided for **buildings** from exchange of contracts/ conclusion of missives up to completion.
9. Computer viruses.
Direct or indirect loss or damage caused to equipment by computer viruses.
Liability arising directly or indirectly from computer viruses:
 - computer viruses include any program or software which prevents any operating system, computer program or software working properly or at all
 - equipment includes computers and anything else insured by the policy which has a microchip in it
 - computers include hardware, software, data, electronic data processing equipment and other computing and electronic equipment linked to a computer
 - microchips include integrated circuits and microcontrollers
10. Associated claims costs.
Your costs in preparing, proving, agreeing or negotiating **your** claim.
11. Consequential loss/costs.
Any costs incurred without **our** approval or permission. **We** will only pay the cost of replacing or repairing the damage. **We** will not pay any further costs that may occur, including any loss in value which may occur as a result of insured loss or damage.
12. Uninsurable risks.
 - wear, tear and depreciation
 - any loss or damage caused by wet rot or dry rot, unless this was caused directly by any other cover insured by this policy
 - any loss or damage caused by fungus, woodworm, beetle, moth, insects or **vermin**
 - mechanical or electrical fault or breakdown
 - any process of cleaning, dyeing, renovating, altering, re-styling, repair or restoring
 - anything which occurs gradually, or deteriorates over a period of time or has reached the end of its useful life
 - detention or confiscation by HM Revenue & Customs or any official body
 - Damage by river or coastal erosion
 - Damage by any demolition, alteration or repair to **your home**

exclusions and conditions

- Damage by or from poor workmanship, poor design or faulty materials
- Damage by the actions of chemicals on, or the reaction of chemicals with, any materials which form part of the **buildings**

Conditions which apply when you make a claim

These are the other conditions **you** must keep to as **your** part of the contract. Failure to adhere to conditions may affect **your** claim, and or cover.

If anything happens which might lead to a claim, what **you** must do depends on what has happened. The sooner **you** tell **us** the better – please call the customer helpline on page 47.

In some cases there are other people **you** must contact first:

- if **you** discover a **credit card** is missing tell the credit card company immediately. Then call the customer helpline as soon as **you** can
- if **you** are a victim of theft, attempted theft, malicious damage, arson or riot, tell the police immediately and ask for a crime number. Then call the customer helpline as soon as **you** can

If someone is holding any of **your family** responsible for an injury or any damage, **your family** MUST NOT accept responsibility or make any offers of payment. Call the customer helpline immediately and give them full details in writing as soon as **you** can. If any of **your family** receive any writ, summons or other legal document **you** must send it to Halifax General Insurance Services Limited, Trinity Road, Halifax, West Yorkshire HX1 2RG, unanswered and without delay.

If **you** claim for an item specified in **your** Policy Schedule **you** will need to provide proof of value and ownership of the item which predates the loss. **We** therefore recommend that **you** keep and store separately valuations, receipts, photographs and instruction booklets to help **you** do this.

Abandonment.

No property may be abandoned to **us**.

Rights and responsibilities.

Halifax General Insurance Services Limited on **our** behalf may need to get into a building that has been damaged or try and make sure no more damage happens. **You** must help them to do so. **You** must not leave **your** property to **us** as **our** responsibility.

You must not dispose of damaged items or a claim may be prejudiced.

You must take all reasonable action to minimise the extent of any loss or damage.

You must not settle, reject or negotiate any claim without the written permission of Halifax General Insurance Services Limited on **our** behalf.

You must substantiate **your** claim as required by **us**. When requested, **you** must at **your** own expense provide **us** with all reasonable details and evidence, including:

- written estimates and quotations
- proofs of ownership and value
- the cause of loss or damage

We have the right, at **our** expense and in **your** name, to:

- take over with exclusive and complete control the defence or settlement of any claim
- take any necessary action to pursue or enforce **your** rights against any other person(s)

You must give Halifax General Insurance Services Limited on **our** behalf, and pay for, all the information **we** reasonably ask for about any claim. **You** must help **us** to take legal action against anyone if **we** ask **you** to.

Other insurance.

If **you** claim under this policy for something which is also covered by another insurance policy, **we** will only pay **our** share of any claim. **You** must provide Halifax General Insurance Services Limited on **our** behalf with full details of the other insurance policy.

complaints procedure

Although **we** aim to resolve all issues at first contact, **we** want to know if **you** encounter problems. If **you** are not happy with **our** service, please contact in the first instance:

Tel: 0845 600 6001*

Alternatively, **you** can write to:

For sections 1-4:

Halifax General Insurance Services Limited
Trinity Road
Halifax
West Yorkshire
HX1 2RG
United Kingdom

For section 5:

Customer Services Administration
Inter Partner Assistance
The Quadrangle
106-118 Station Road
Redhill
Surrey
RH1 1PX
United Kingdom

For section 6:

The Chief Executive Officer
DAS Legal Expenses Insurance
Company Limited
DAS House
Quay Side
Temple Back
Bristol
BS1 6NH
United Kingdom

If **you** are still not happy, **you** can contact the Financial Ombudsman Service at:

Insurance Division
Financial Ombudsman Service
South Quay Plaza
183 Marsh Wall
London
E14 9SR
United Kingdom

Tel: 0845 080 1800*
enquiries@financial-ombudsman.org.uk
www.financial-ombudsman.org.uk

If **you** make a complaint, it will not affect **your** right to take legal action.

A copy of **our** detailed complaints procedures is available on request.

important telephone numbers

You will need to have **your** policy number available whenever **you** contact the Helpline. **You** will find this on **your** Policy Schedule. All helplines apply to the United Kingdom unless otherwise stated.

Claims, amendments or general information – 0845 600 6001*

Home Emergency helpline – 0845 603 2251*

A free 24 hour service that provides help with domestic emergencies, for example, a burst pipe or a break-in. If an emergency happens which threatens the safety of **your home** and **you** need help fast, just call this helpline. They will arrange for a skilled and reliable tradesperson, approved by **us**, to get in touch with **you**. If **your** Policy Schedule shows that **Home Emergency** is applicable **you** will be covered up to £500 and no **excess** will apply. If **your** Policy Schedule shows that **Home Emergency** is 'Not Taken' **you** will have to pay the tradesperson's bill. If the loss or damage is covered under the **Buildings** or **Contents** sections of this Policy, **you** can claim what **you** paid to the tradesperson from **us**, but **you** will have to pay the **excess**.

NB. The **Home Emergency** helpline service does not give confirmation of whether or not **you** have cover for any of the loss or damage which has occurred.

Additional needs

We are committed to meeting the needs of all **our** customers. If **you** have a hearing or speech impairment, **you** can use Typetalk whenever **you** contact **us**, or contact **us** using Textphone on 0845 600 0775* (lines open Mon-Fri 8am-8pm, Sat 8am-5pm). For visually impaired customers **we** can provide documents in large print, Braille or on audio cassette. Please contact a member of staff.

Eurolaw legal helpline – 0845 603 2254*

A free 24 hour service that provides help with personal legal problems under the laws of the member countries of the European Union, Isle of Man, the Channel Islands, Norway and Switzerland. **You** can phone a legal adviser for confidential and free advice on any personal legal problems. This service also provides confidential and free advice on personal tax matters.

Key recovery service – 0845 600 6008*

Your policy includes free key fobs which enable **you** to benefit from a free, confidential recovery service in the event of loss.

*Calls from BT landlines will cost a maximum of 5p per minute and a 6p call set-up fee. The price of calls from other telephone companies may vary. The call price is correct at Feb 08.

For **your** protection, calls may be recorded for security and training purposes and monitored under **our** quality control procedures.

It's easy to get in touch

Travel Insurance	0800 731 0180	quoting reference HMOR
Car Insurance	0800 032 9081	quoting reference HXHP
Pet Insurance	0800 328 7903	quoting reference HOM1
Healthcare	0800 107 4378	quoting reference 7145
Credit Card Repayments Cover and Mortgage Repayments Cover	0845 600 1191#	quoting reference HT02
CardCare	0870 850 6850##	quoting reference HTLE061
IdentityCare	0870 606 4050##	quoting reference IDLE061

All insurance other than home emergency cover and legal expenses cover is underwritten by St Andrew's Insurance plc, Registered in England No. 3104671, St Andrew's House, Portsmouth Road, Esher, Surrey KT10 9SA.

Home emergency cover is underwritten by Inter Partner Assistance S.A., UK branch registered in England No. FC008998, The Quadrangle, 106-118 Station Road, Redhill, Surrey RH1 1PR.

Legal expenses cover is underwritten by DAS Legal Expenses Insurance Company Limited, DAS House, Quay Side, Temple Back, Bristol BS1 6NH.

#Calls from BT landlines will cost a maximum of 5p per minute and a 6p call set-up fee.

##Calls from BT landlines will cost a maximum of 10p per minute and a 6p call set-up fee.

The price of calls from other telephone companies will vary. The call prices are correct at Feb 08. Telephone calls may be recorded for security purposes and monitored under our quality control procedures.

1/337329-2 (02/08) **MOR/New Business**

Halifax General Insurance Services Limited

Registered in England No.2791889

Registered Office: Trinity Road, Halifax,
West Yorkshire HX1 2RG



Always giving you extra